



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS-#1096 MEETING MINUTES CREATION AND WEB STREAMING

September 9, 2010

The County of San Luis Obispo is currently soliciting proposals for a public resource agenda system that enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet. It must include meeting minute creation, public comment prior to meeting, document upload and web streaming.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications, without taking exception, may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal (RFP) process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit two (2) printed copies and one (1) electronic copy (on CD or DVD) of your proposal by **3:00 p.m. on Thursday, September 30, 2010** to:

County of San Luis Obispo
Phill Haley, Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. All other questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Susan Pittaway at: spittaway@co.slo.ca.us. All questions will receive a response within three business days. The question and its response will be posted (anonymously) on the Meeting Minutes Creation and Web Streaming Project Question and Answer Internet site: <http://www.slocounty.ca.gov/it/mcws>

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Phill Haley, Buyer – GSA Purchasing
phaley@co.slo.ca.us

TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. LOCAL VENDOR PREFERENCE	3
2. PROPOSAL SUBMITTAL AND SELECTION PROCESS	4
3. PROPOSAL SUBMITTAL FORMAT	7
4. FEES AND INSURANCE	12
5. LOCAL VENDOR PREFERENCE	13
6. PROJECT BACKGROUND, SCOPE AND REQUIREMENTS	13
6.1 GENERAL INFORMATION	13
6.2 PROJECT BACKGROUND	14
6.3 PROJECT SCOPE	15
6.4 GENERAL REQUIREMENTS, TRAINING, AND DOCUMENTATION	15
6.5 PROJECT DELIVERABLES	18
6.6 HARDWARE AND SOFTWARE MAINTENANCE REQUIREMENTS	18
6.7 PROFESSIONAL SERVICES REQUESTED	19
6.8 REQUIREMENTS MATRIX	19
APPENDIX A – SAMPLE COUNTY CONTRACT	21
 APPENDIX B – MEETING MINUTES AND WEB STREAMING REQUIREMENTS MATRIX <i>(separate Excel spreadsheet)</i>	
 APPENDIX C – COST PROPOSAL <i>(separate Excel spreadsheet)</i>	

1. **LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

2. PROPOSAL SUBMITTAL AND SELECTION PROCESS

2.1 All proposals in response to this Request for Proposal (RFP), consisting of quantity two (2) printed copies and one (1) electronic copy on CD or DVD in either Adobe PDF or Microsoft Word 2003 or later format, must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on Thursday, September 30, 2010. Late proposals will not be considered and will be returned, unopened.

2.2 All correspondence should be directed to:

ATTENTION: Phill Haley
San Luis Obispo County
GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Telephone: (805) 781-5904

2.3 All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.

2.4 It is preferred that all proposals be submitted on recycled paper, printed on two sides.

2.5 Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

2.6 This Request for Proposal does not constitute an offer of employment or to contract for services.

2.7 The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and to make more than one award, or no award, as the best interests of the County may appear.

2.8 All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.

2.9 All proposals shall remain firm for 90 days following closing date for receipt of proposals.

2.10 The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

2.11 Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the

successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

2.12 The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit B.

2.13 Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

2.14 Tentative Schedule of Events

The following timetable is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

Date	Event
September 9, 2010	RFP Release Date
September 23, 2010	Final day for proposers to email questions (see pg 1)
September 30, 2010	Proposals Due (3:00 PM)
October 8, 2010	Preliminary Screening Process Complete including reference checks
October 21-26, 2010	Proposer Presentations (3 Proposer Finalists)
November 5, 2010	Screening Process Complete
November 8, 2010	Finalist Selection
November 9-19, 2010	Contract Negotiations & Preparation
December 7, 2010	Board of Supervisors Contract Approval

Note: Proposer presentations are an integral part of the selection process. Firms that cannot demonstrate their approach to providing a meeting minutes creation and web streaming system that enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet including meeting minute creation, public comment prior to meeting, document upload and web streaming may be eliminated at the discretion of the County and other participants advanced. Notwithstanding, the County reserves the right, in its sole discretion, to forego the presentation portion of the selection process.

2.15 The County, through an impartial Selection Committee, will evaluate proposals using the criteria described below, and possible follow up conversations with the finalists. Proposals that are late, that do not comply with proposal instructions, are not demonstrable, or those that take exceptions to mandatory requirements may be eliminated without further consideration. The impartial Selection Committee will evaluate the responses to the RFP and make a recommendation to the deciding authority. The award of the contract will be based upon the recommendation of the Selection Committee and the deciding authority. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria (not listed in order of importance):

- Overall responsiveness, quality, attention to detail, and general understanding of the RFP requirements.
- Local Vendor Preference Questionnaire response (when quality, service, and other relevant factors are equal).
- An evaluation of company background. The County may request further information regarding the financial stability of the proposer.
- References showing demonstrated success with work similar to that outlined in this RFP.
- A consideration of the value offered in the proposal including overall cost.

- An evaluation of completed Requirements Matrix (see 6.8 and Appendix B) and other responses to the requirements as defined in this RFP.
- An evaluation of demonstrated knowledge of your public resource agenda system that enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet including meeting minute creation, public comment prior to meeting, document upload and web streaming.
- An evaluation of prior and related experience, qualifications, and project implementation.
- An evaluation of presentations (finalist candidates only).
- An evaluation of the time required to implement the solution.
- An evaluation of the time needed to train County staff.
- Any other criteria the County deems to be appropriate.

2.16 The County anticipates reviewing all proposals and developing a list of the top finalists. The County is under no obligation to explain why a proposer was or was not selected as a finalist. The County reserves the right to go back and talk with any proposer at any time.

2.17 The County's selection of the successful final proposer will be made on the basis of the proposals, as submitted by the deadline date. The final proposer will be selected based upon the selection criteria listed above and on possible follow up conversations with the finalists.

2.18 The County retains the right to meet with proposers at any time to gather additional information as part of the selection process. The County reserves the right to award the contract to the proposer who presents the proposal which, in the judgment of the County, best accomplishes the desired results. The County will take the proposed professional service fee under consideration. However, the County is under no obligation to award this contract to the proposal that represents the lowest cost. Upon the conclusion of the finalist process, the County may reject all proposals, enter into negotiations with one or more finalists, or enter into a contract with the selected finalist, or finalists, to the extent one or more contracts is awarded.

2.19 The proposer shall provide within one week after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. (See Exhibit B, Section 6 of Appendix A – Sample County Contract.)

3. PROPOSAL SUBMITTAL FORMAT

3.1 Proposal Paper

It is preferred that the two (2) printed proposal be submitted on recycled paper, printed on two sides in portrait format. Landscape format is acceptable for a subset of information that won't fit well in portrait format. If information spans more than one page in landscape format, the pages of information should be readable one above the

other when the bound edge, aligned on the left side, is rotated 90 (ninety) degrees to the right.

3.2 Proposal Format

Proposers are required to follow the proposal format specified in this RFP. The proposal should provide a straightforward, concise description of the proposer's ability to meet the requirements of the RFP, including the expected cost details of the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs as presented in the RFP (see section 2, Proposal Submittal and Selection Process). The proposal should contain only information that directly responds to the RFP.

All of the sections listed below must appear in the submitted proposal in the order shown here. If any sections do not apply or are optional to the proposal, include the section with a statement of nonapplicability. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

3.2.1 Title Page –

- Project Name
- Applicant or Firm Name

3.2.2 Section 1 – Offer Letter

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- Project Name
- Applicant or Firm Name
- A statement that your company meets the mandatory requirements outlined in 'Appendix B - Meeting Minutes Web Streaming Requirements Matrix'.
- The offer letter must contain the following statement, "Proposer expressly acknowledges that we have read the indemnification and insurance provisions in Sample Contract in Appendix A, Exhibit B, and will comply with all terms and conditions as written."
- The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.
- A specification of who should be contacted in follow-up to your response along with their contact information.

3.2.3 Section 2 – Executive Summary

Proposers must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

3.2.4 Section 3 – Firm Qualifications

Proposer must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of proposer location that will service this account.
5. Number of years the company has been in business.
6. Is your company a California corporation or limited liability company? If you are a non-California corporation or limited liability company, is your company registered with the California Secretary of State to transact business in California?
7. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
8. Is your organization anticipating any expansion or re-organization within the next year? If yes, please briefly describe this.
9. How many employees are in your company?
10. How many individuals are qualified to deliver the services specified in Section 6, Project Background, Scope and Requirements?
11. Is your corporation listed on a Government Barment list?
12. Qualifications of personnel to be assigned to this project.
13. Proof that your company has provided a reliable product over the past five years as described in the mandatory requirements documented in this RFP.
14. Outline of recent projects completed that are directly related to this project. Contractor is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope (Section 6.3).

3.2.5 Section 4 – Proposed Solution

Refer to the Project Background, Scope and Requirements (section 6 below) for details on the County's service needs and requirements. In completing this section please respond to the following and include details as appropriate.

1. Provide details on how you could meet or exceed the requirements listed in this RFP.
2. Attach a copy of the completed Excel spreadsheet, a copy of which is provided in 'Appendix B - Minutes Creation and Web Streaming Requirements Matrix'. This Excel spreadsheet may be downloaded from the SLO County website here: [HTTP://WWW.SLOCOUNTY.CA.GOV/GSA/PURCHASING/CURRENT_FORMAL_BIDS_AND_PROPOSALS.HTM](http://www.slocounty.ca.gov/GSA/PURCHASING/CURRENT_FORMAL_BIDS_AND_PROPOSALS.HTM)
3. Provide details on the type of equipment that will be used to deliver these services to the County, and if any equipment or facilities are needed by your company to deliver these services.
4. Indication of information and participation the proposer will require from County staff.

3.2.6 Section 5 – Alternative Proposed Solution (Optional)

MEETING MINUTES CREATION AND WEB STREAMING

Briefly describe how your company can meet the requirements through alternative solutions, if any.

3.2.7 Section 6 – Additional Comments (Optional)

Please provide any other materials, suggestions, and comments you deem appropriate, if any.

3.2.8 Section 7 – References

Provide at least five (5) customer references that have used your services for Internet minutes creation and web streaming services. Include the name, address and phone number of the individual to contact for referral. Please include a brief description of the services you have provided and the duration of your service delivery.

3.2.9 Section 8 – Cost Proposal

Each proposal must be submitted with a completed cost proposal showing project costs. The proposed project costs must be quoted according to the provided sample format.

The proposed project costs must be quoted according to the following instructions and format. This embedded table includes amounts for illustration purposes only and is not intended to imply any expectation as to budget, quantity, or price.

Pricing proposals should include all costs to the County for Software, Annual Maintenance, Training, Professional Services, Storage, and Hardware.

Vendors are encouraged to provide explanations where needed for clarification. If a cost is based on an assumption made by the Vendor, please explain each assumption in your pricing section.

Vendors are cautioned against providing a single price without adequate detail. The County requires all costs to be broken down in detail. Each of the individual cost components must be line items in each cost table.

Services must be presented as “Not to Exceed Time and Materials” amounts. Identify the billable rate for each team member. The rate you specify will include all overhead costs and profit. All services must be broken down according to the deliverables specified in the proposed scope of work. Costs must be proposed on a per deliverable basis and will be paid upon completion and written acceptance by the County by an authorized person for that deliverable. Cost estimates should include all direct and indirect costs applicable to the performance of the services proposed.

Costs associated with project management, implementation (i.e. setting up the database, security, workflow rules, and configuration), customization and adaptation of software must be separately identified in the Services section. These costs should include all labor, travel, lodging, meals, car rental, and expenses required to complete the system.

Software pricing will include software that is part of your unique solution set, such as the minutes management software, as well as costs of third party software.

MEETING MINUTES CREATION AND WEB STREAMING

License fees must be proposed as fixed price. Please fill out the Excel spreadsheet, 'Appendix C – Cost Proposal' (example below) and include it as part of your RFP response. This Excel spreadsheet may be downloaded from the SLO County website here: http://www.slocounty.ca.gov/gsa/purchasing/current_formal_bids_and_proposals.htm. This sample format is intended to make sure all proposals are compared as fairly and equally as possible. Please fit your pricing model into the spreadsheet and feel free to add additional rows as needed.

Cost Proposal (EXAMPLE)				
	DESCRIPTION	QTY	PRICE	TOTAL
Proposed Software Products (Vendor Owned)				
	Software Name (Description) Product B			
	Software Name (Description) Product A			
	Software Name (Description) Product C			
	Total Proposed Software Products (Vendor Owned)			
Proposed Software Products (Third-Party Owned)				
	Software Name (Description) Product D			
	Software Name (Description) Product E			
	Software Name (Description) Product F			
	Total Proposed Software Products (Third-party Owned)			
Proposed Hardware Systems				
	Server Make/Model (Description)			
	Other hardware system description			
	Other hardware system description			
	Total Proposed Hardware Systems			
Proposed Professional Services				
	Installation services			
	Install service description			
	Install service description			
	Install service description			
	Total Installation services			
	Customization Services			
	Customization service description			
	Customization service description			
	Customization service description			
	Total Customization Services			
	Implementation services (such as; data conversion, configuration assistance, and specialized consulting)			
	Implementation service description			
	Implementation service description			
	Implementation service description			
	Total Implementation Services			
	Training services			
	Training service description			

Cost Proposal (EXAMPLE)				
	DESCRIPTION	QTY	PRICE	TOTAL
	Training service description			
	Training service description			
(continued from previous page)				
Cost Proposal (EXAMPLE)				
	DESCRIPTION	QTY	PRICE	TOTAL
	Total Training Services			
	Maintenance and Support Services			
	Maintenance and support service description			
	Maintenance and support service description			
	Maintenance and support service description			
	Total Maintenance and Support Services			
	Total Professional Services			
	Expenses			
	Reimbursable Expenses			
	Insurance Fee to Comply with County General Conditions			
	Total Expenses			
	TOTAL COST PROPOSAL			

Please fill out the Excel spreadsheet, 'Appendix C – Cost Proposal' (example below) and include it as part of your RFP response. This Excel spreadsheet may be downloaded from the SLO County website here: http://www.slocounty.ca.gov/gsa/purchasing/current_formal_bids_and_proposals.htm. This sample format is intended to make sure all proposals are compared as fairly and equally as possible. Please fit your pricing model into the spreadsheet and feel free to add additional rows as needed.

4. FEES AND INSURANCE

4.1 Propose total fixed fees to complete project as described under Project Scope (Section 6.3 and Appendix C – Cost Proposal). Please complete the Excel spreadsheet provided.

4.2 The selected Contractor will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 per claim of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

4.3 The Contractor shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

4.4 Contractor shall defend, indemnify and hold harmless the County, its officers and

employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

5. LOCAL VENDOR PREFERENCE

Include the Local Vendor Preference Questionnaire provided in Section 1 of this RFP.

6. PROJECT BACKGROUND, SCOPE AND REQUIREMENTS

6.1 General Information

The County of San Luis Obispo is soliciting responses to this RFP for services needed to continue to provide the public a public resource agenda system that enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet. It must include meeting minutes creation, public comment prior to meeting, document upload and web streaming which meets or exceeds current capabilities provided to the public and staff so that it is in place before the current contract for those services expires on December 31, 2010. A key requirement of the new system is the capability to read and play the archives created since the current meeting minutes creation, web streaming product was implemented in 2006.

6.1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. The county has over 3,300 square miles of land and a population of over 250,000 people. Employment is principally from tourism, agriculture, education, and local, county, and state government services. San Luis Obispo County has 22 departments and approximately 2,400 employees. Additional information about the County can be accessed via the Web at: <http://www.slocounty.ca.gov/Home.htm>

6.1.2 County of San Luis Obispo Mission Statement

The County's elected representatives and employees are committed to serve the community with pride and to enhance the economic, environmental, and social quality of life in San Luis Obispo County.

Additional information about the County can be accessed via the web at: www.slocounty.ca.gov.

6.1.3 County Information Technology Environment

County desktop and portable hardware is standardized on HP and Dell products. The County is currently using Windows XP, Windows Vista, and Windows 7, for its desktop operating systems.

The standard productivity suite is Microsoft Office, with versions 2003, 2007, and 2010 in use. Files are exchanged in version 2003 compatible formats.

File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory.

Most departments use Windows Server 2003 or later, and/or Linux to host their business applications. Microsoft SQL Server 2005 and 2008 are the primary supported enterprise-level databases.

Several hundred virtual servers run on VMware ESX hosts on IBM BladeCenter hardware.

Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized General Services Agency - Information Technology (GSA-IT) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Channelized DS3, Point-to-Point, and Ethernet technologies. County-owned fiber is available geographically throughout the County which provides for gigabit connectivity to most workstations. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connectivity is provided via two local telecom contractors. Each Internet connection is 20Mbps. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.

The County's current content management system is Active Network's website content management software version 9.2.

Lotus Domino/Notes is the County standard e-mail and enterprise collaboration tool.

GSA-IT's Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday, to assist users with problems. Technical Support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments use applications that are:

1. Commercial Off-The-Shelf (COTS) Applications – applications supported by GSA-IT and/or distributed technical staff within County departments.
2. Custom Applications - Custom developed and supported by the County department and/or GSA-IT.
3. Custom Browser Based Applications – Custom developed and supported by the County department and/or GSA-IT.

6.2 Project Background

In 2004, the County of San Luis Obispo Grand Jury reported the need for improved service availability online to the County's citizens. In 2006, GSA-IT conducted a Request for Proposal process to purchase a product with meeting minutes creation technology, archiving, retrieval and storage capabilities of public meetings, and web streaming capability. The County Board of Supervisors approved the contract with the current vendor on June 27, 2006. The contract is due to expire on December 31, 2010.

6.3 Project Scope

At its sole discretion, the County of San Luis Obispo reserves the right to modify the steps, timing, or scope of work at any time during this RFP process.

As a result of this project the County will have a contract for a product and service that meets the following primary objectives:

- The product and service will possess the capability to read and play the archives created since the meeting minutes creation, web streaming product was implemented in 2006.
- The product and service will provide public transparency of various Boards, commissions and committees' activities.
- The product and service will provide a public resource agenda system that enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet including meeting minute creation and web streaming.
- The product and service will satisfy the mandatory requirements specified in this Request for Proposal.

The Contract for this project will be approved by the County Board of Supervisors.

6.4 General Requirements, Training, and Documentation

6.4.1 Implementation and training timeframe

The County desires to select and implement a product and train users on the public resource agenda system contracted by December 30, 2010.

6.4.2 Training

Contractor must provide training and documentation to the users of the public resource agenda system which enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet including meeting minute creation, public comment prior to meeting, document upload and web streaming.

The County of San Luis Obispo requires that the system supplier provide comprehensive onsite training for users.

Please plan for 5 technical County resources and 10 Super User County resources to be trained. This core group will train the rest of the users in the departments. The County envisions that the following types of users will be trained.

- System administrators who will provide technical support to the user community. They will perform such duties as web site installation and integration support.
- Casual system users who may or may not be skilled computer users.
- Super Users (i.e. Meeting Clerks) who will use most of the system's capabilities on a regular basis.
- Selected staff that will copy, record, search, and store recordings.

The County will provide a training room with PCs. The vendor will be responsible for loading and testing software in preparation for training classes. Please provide your requirements for our Training facilities (i.e. PC configuration requirements, Monitor sizes, outside firewall access required, projector/whiteboard requirements, projector screen, or other needs).

The County also requires training for technical staff and system administrators in a classroom setting preferably onsite or in facility located no further than a four-hour drive from San Luis Obispo.

The Contractor is encouraged to propose innovative approaches to training users, such as programmed self-study guides, on-line tutorials, videotapes, CD-ROM, and computer-based training. All training must include step-by-step instructions that will enable employees unfamiliar with the system to perform the described activities.

Upon contract award, the successful vendor must provide:

- A syllabus of all proposed training including class descriptions and durations.
- The source of the training (vendor supplied, 3rd party).
- A synopsis of the training.
- The intended audience (roles of who should be taking the class).
- Maximum number of students per class.
- Student prerequisites for each course.
- Type or method of instruction.
- Training schedule.

Vendors must state how all users, from system technical personnel to user personnel, will be trained and kept current with system updates, version changes, and new applications. In addition, Vendors must state how training materials will be updated to reflect changes.

System administration and system support training will be given prior to system installation and implementation. The County's system support personnel will be trained soon after the contract has been awarded to allow them to participate in initial design and implementation.

Vendors will train County technical staff in the use of the development tools. Include a separate cost estimate for this training, if appropriate.

The Vendor may separate the fees for Training and Travel Expenses. Please include your estimate for Travel Expenses in your Cost Proposal. The County does not pay per diem rates. Instead, actual Travel Expenses are paid and may not exceed the amounts currently paid to County employees:

- The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2010 is \$.50 per mile.
- Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:
 - Breakfast: \$12.00
 - Lunch: \$15.00
 - Dinner: \$27.00
- The maximum room rates allowed are:
 - Single room rate: \$150 plus tax and parking.
 - Double or multiple room rate: \$190 plus tax and parking. This rate is applicable only when all individuals sharing the room are authorized personnel eligible for reimbursement.
- When these allowances are increased for the County employees by the County Auditor, the Contractor will be notified and the increased rates will apply to this contract.

6.4.3 Documentation

Documentation must be delivered for the different types of users: system technical personnel, system administrators, County users, and the public. Users may or may not be skilled computer users.

Comprehensive, high quality documentation is essential for the success of this project. Documentation must provide a complete description of all system hardware, system software and application software. All documentation provided must be delivered in both written and electronic form.

The County of San Luis Obispo requires at least two full sets of hard copy documentation and one electronic set for all hardware and software components. The project library set will be maintained as a "master" set of documentation.

Vendors must provide a complete list of all documentation proposed, who is the intended audience, what media the documentation is available in - written guides, on-line help, CD-ROM manuals, help cards, etc.

The County of San Luis Obispo encourages vendors to propose alternate help documentation such as on-line help menus, context-sensitive help, printed reference cards, or other methods of presenting the user with quick effective help.

Vendors must state how changes to the documentation will be maintained so that users will be kept current with the system as it evolves. Vendors must state how changes to

MEETING MINUTES CREATION AND WEB STREAMING

documentation will be released, and in the case of on-line help, who will be responsible for implementing changes.

6.5 Project Deliverables

The following deliverables are expected to be provided as part of the scope of the project.

- Vendor will implement a product which performs all functionality for mandatory requirements as identified in the Requirements Matrix in Appendix "B" of this Request for Proposal.
- The County will conduct a systems acceptance test to ensure that system functionality and performance meets requirements as specified in Appendix B "Meeting Minutes Creation and Web Streaming Requirements Matrix." Based on the information provided above, Vendor is expected to provide testing plans for both system and business testing.
- Provide hardware/infrastructure specifications. The County reserves the right to acquire server hardware or to request the vendor to acquire and configure this system's component. The vendor prices will be separately identified.
- Vendor will implement and test the infrastructure components (servers, databases, storage, etc).
- Vendor will work with County employees to document both system and business test scripts.
- Vendor will work with County to determine agenda format(s), address record retention issues, and integrate proposed solutions into the County's existing web sites.
- Vendors will provide tools and will document appropriate methodologies to assist in knowledge transfer so that additional user communities can be brought online in a consistent manner, eventually by County staff.
- Vendor will train staff in departments to record meetings, search archives, utilize the equipment, create audio only copies, retrieve and copy recordings, utilize and maintain the software and hardware, create minutes, and upload agendas and documents as detailed in Section 6.4.2 "Training."

6.6 Hardware and Software Maintenance Requirements

The County expects the vendor's help desk personnel to provide troubleshooting and problem determination after the County has determined if the problem is related to hardware, system software or application software. If there is difficulty in resolving problems between hardware and software, the vendor will be responsible for problem resolution.

All reported problem incidents must follow a standard set of steps until they are corrected. The vendor will be responsible for providing escalation procedures as well as criteria that determines how problems move from one step to the next. The vendor shall assign incident numbers to all problem reports and queries and shall maintain these incidents in a problem-tracking database. The County must be able to call at any time during its normal working hours and receive the status of the item in question.

This type of reporting may also be Internet-enabled allowing the County to access a problem database.

6.7 Professional Services Requested

6.7.1 Installation Services Requested

Vendor is required to work with the County to complete all installation and configuration of proposed solutions. Installation services are expected to include all hardware and software installation and configuration. Should County choose to purchase any/all of the necessary hardware, vendor is expected to help in the configuration and installation of County-owned equipment.

6.7.2 Customization Services Requested

Vendor is required to create a “look and feel” identical to that of the County’s website or to support the integration of their solution into the County’s website.

6.7.3 Implementation Services Requested

Vendors proposing an archive solution are required to aid the County in their implementation of a long-term data archival, storage, and retrieval solution.

6.7.4 Training Services Requested

Vendor is required to provide training, as outlined elsewhere in this document.

6.7.5 Maintenance and Support Services Requested

Vendor is required to provide 24/7 support to users of all proposed solutions.

6.8 Requirements Matrix – Appendix B

The proposer shall include in their proposal a printed copy of the completed Excel spreadsheet entitled ‘Appendix B - SLO County Meeting Minutes Creation and Web Streaming RFP Requirements’. An example of this is found in Appendix B at the end of this RFP.

Proposers should thoroughly respond to each requirement.

1. The proposer responses to the requirements shall use the format provided. Explanatory details as necessary shall appear in the “Response” column or in a separate document or spreadsheet that references the requirement number.
2. The following answer key shall be used in responding to each requirement:

Response Codes:

Yes = Fully provided and implementable

No = Not available/unable to provide

Customize = Provided via third party product, configurable portion of the solution, or can be developed

Proposers shall use one code only per requirement. Any requirement that is answered in any other way will be treated as non-responsive which may result disqualification of the proposal.

6.9 Cost Proposal – Appendix C

Please fill out the Excel spreadsheet, 'Appendix C – Cost Proposal' and include it as part of your RFP response. This sample format is intended to make sure all proposals are compared as fairly and equally as possible. Please fit your pricing model into the spreadsheet and feel free to add additional rows as needed.

Appendix A – Sample County Contract

SAMPLE CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo (“County”), a public entity in the State of California, and _____ (“Vendor” or “Contractor”).

WITNESSETH:

WHEREAS, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services; and

WHEREAS, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree as follows:

1. **Scope of Work and Services.** Contractor agrees to provide to County and perform for County the services set forth in Exhibits X and X-# through X-#, attached hereto and incorporated herein by reference as if set forth in full at this point, all pursuant to the terms and conditions hereinafter set forth. The following areas identify the scope of work and services categories.

A. Software Licenses. Contractor agrees to provide software licenses as described in Exhibit X-# “Software License(s)”, attached hereto and incorporated herein by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#.

B. Professional Consulting Services. Contractor agrees to perform professional consulting services including, where applicable, installation services, equipment configuration services, software customization services, data migration and/or conversion services, business process consulting services, integration services, and other implementation services as described and set forth in Exhibit X-# “Professional Consulting Services”, attached hereto by reference as if set forth in full at this point

and in accordance with the compensation as set forth in Exhibit X-#. Professional training with specific measurable results will be provided with the product. The specific deliverables will be as set forth in Exhibit X-#.

C. Training Services. Contractor agrees to perform the training services described in Exhibit X-# "Training Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#.

D. Maintenance and Support Services. Contractor agrees to provide maintenance and support services in accordance with the terms and conditions as set forth in Exhibit X-# "Maintenance and Support Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#.

2. Compensation. County will compensate Contractor for supplying the product and performing said services in accordance with Exhibit X and X-# through X-#, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit X, attached hereto and incorporated herein by reference.

4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit X and incorporated herein by reference.

5. Special Conditions. Contractor and County shall comply with all provisions of County's Special Conditions, attached hereto as Exhibit X and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

To the County

To the Contractor

IN WITNESS WHEREOF, County and Contractor have executed this contract on the day and year as stated below.

CONTRACTOR:

By: _____

NOTARIZATION

STATE OF _____)
) SS.

COUNTY OF _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

Warren Jensen
County Counsel

By: _____

County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____

Chair, Board of Supervisors

Date

ATTEST:

By: _____

County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

APPENDIX A – SAMPLE CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A
EFFECTIVE DATE AND DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Service Date. Services shall commence on or after the effective date and shall end upon the duration date.
3. Duration Date. Contractor shall grant the right to use licenses, install, and configure the software, provide initial and current updates, test the effectiveness, provide the initial training and provide necessary support services on or before _____. The monthly maintenance and support services shall commence on the County acceptance date and continue for ____ months thereafter.
4. Renewal: The County may, at its sole and exclusive option, renew the right to use the licenses and for monthly support and maintenance, including _____ per month on an annual basis with thirty (30) days written notice to contractor.
5. The County Board of Supervisors expressly grants the County's General Services Agency Director (GSA Director) the power to give the written renewal notice and renew this contract at the rates, terms, and conditions stated herein for three (3) years fixed with options to extend the renewal period for up to two (2) years.

APPENDIX A – SAMPLE CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT B
GENERAL CONDITIONS

1. Termination for Convenience. The County may terminate this contract at any time by giving the Contractor thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
 - 2.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within ten working days after having received written notice thereof. Contractor's specifically shall be deemed in default if the software continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding Contractor's remedial or maintenance efforts, over a continuous period of thirty (30) days. Notwithstanding the foregoing, once County has paid in full the agreed license fee for the licensed software and all associated implementation work, hardware and modifications, the licensing rights granted hereunder for the licensed software, updates, upgrades, enhancements, and modifications shall not terminate, unless there is a material breach of the County's obligations under the licensing grant or non-disclosure sections of this contract. Further, Contractor may not terminate any license granted under this contract due to nonpayment if County (a) reasonably and in good faith disputes the amount that is due; and (b) pays all amounts that are not reasonably in dispute.
 - 2.2. Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract.
3. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to

MEETING MINUTES CREATION AND WEB STREAMING

or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.

4. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.
5. Indemnification. Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
6. Insurance. Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

6.1 Minimum Scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

- a. Commercial General Liability Insurance Policy ("CGL")
Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:
\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 general aggregate.
The general aggregate limits shall apply separately to Contractor's work under this contract.

- b. Business Automobile Liability Policy ("BAL")
Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.
- c. Workers' Compensation And Employers' Liability Insurance Policy ("WC / EL")
This policy shall include at least the following coverage's and policy limits:
 - 1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
 - 2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.
- d. Professional Liability Insurance Policy ("PL")
This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

6.2. Deductibles And Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

6.3. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);

- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

6.4. Absence of Insurance Coverage.

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

6.5. Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of San Luis Obispo is entitled to receive a copy of the whole policy and not just the "face sheet." The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell
General Services Agency Director
County of San Luis Obispo
County Government Center, Room 400
San Luis Obispo, CA 93408

- 7. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

8. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.

9. Records.

A. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.

B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.

C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

10. Accounting. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

11. Cost Disclosure. Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and

MEETING MINUTES CREATION AND WEB STREAMING

dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

12. No Assignment of Contract. Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.
13. Applicable Law and Venue. This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California.
14. Severability. The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.
15. Entire Contract and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

APPENDIX A – SAMPLE CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT C
SPECIAL CONDITIONS

1. The Contractor will be required to comply with the County's security policies, will be required to sign a "Third Party Application for Remote Access" if required by the County.
2. The County shall have the right to use the licenses consistent with the terms and conditions stated herein for so long as the County uses this system which shall include all periods when the County is using Contractor's support and maintenance eservices.
3. Work for Hire. Contractor warrants that its work, pursuant Exhibit A (Scope of Work), will be work made for hire, and County shall be the owner. All documents and computer files prepared in the course of providing the services under this contract shall be the sole property of the County, unless otherwise agreed to by County and Contractor.
4. Patent, Copyright and Trade Secret Indemnity. Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees, from any and all third party claims, costs (including, without limitation, reasonable attorneys' fees), and losses for infringement or violation of any United States intellectual property right (including, rights in trade secrets, copyrights, and U.S. patents) by any product (including any hardware or software) or service provided by Contractor hereunder. Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim for infringement or violation of a United States intellectual property right, Contractor shall have the right, at its sole option and expense, either to procure for the County the right to continue using the deliverables of software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken by Contractor, or if the use of such deliverables or software by the County is prevented by injunction, Contractor shall take back such deliverables and/or software and make every reasonable effort to assist the County in procuring substitute deliverables and/or software, at Contractor's sole cost and expense.
5. Warranty of Professional Services. Contractor warrants and represents that all services shall be provided on a timely basis, with a reasonable standard of care, in a workmanlike and professional manner. Contractor further warrants and represents that professional staff assigned to perform services under this contract will be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described during the duration of this contract. If Contractor is not reasonably able to provide qualified personnel to perform its obligations hereunder, the County may, at its sole discretion, immediately terminate this contract for cause upon written notice, notwithstanding section 2 of Exhibit D (General Conditions). Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
6. Warranty of Non-Infringement. Contractor represents and warrants that it owns or has the absolute right to sell, license, or otherwise grant the rights in the software licensed hereunder to the County and that neither the software nor any of its components (including any third party products) infringes any United States patent, copyrights, or other intellectual property right of, or misappropriates the trade secrets of, any person or entity.

MEETING MINUTES CREATION AND WEB STREAMING

7. Warrant of Adequate Resources. Contractor represents and warrants that it has the resources, personnel, expertise and corporate infrastructure available to deliver and support the design, delivery, implementation and maintenance of the software and meet any milestones or deadlines imposed by this contract, as well as performing the services described herein in accordance with the terms and conditions of this contract.
8. Warranty Regarding Software. Contractor warrants that during the warranty period, the licensed software will perform substantially in accordance with the Specifications and the media upon which the licensed software, updates, upgrades, enhancements and modifications are delivered, if any, shall be free of defects.
9. Disentanglement. Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement. Contractor shall, upon County's demand, immediately transfer title and deliver to County, as directed by County, any and all completed and partially-completed deliverables. Contractor shall also protect and preserve property in its possession in which County has an interest during the period of disentanglement. [Contractor shall, subject to the terms of any applicable software license, transfer, license, or sub-license to the County, all proprietary and third-party software that would be needed in order to allow the County to continue to perform for itself, or obtain from other providers, the services, as the same might exist at the time of Disentanglement.

**Copy of Excel Spreadsheet:
'Appendix B – Meeting Minutes and Web Streaming Requirements Matrix'**

Number	Requirement Title	Requirement Description	Mandatory (M) / Optional (O)	Yes/No/Customize	Vendor Comments
1.00	Solution Basics				
1.10	Encoder Management				
1.11		Provide an interface to manage the onsite encoder and ability to scale the county's solution to add additional encoders, as necessary, via the application interface	M		
1.12		Provide actual hardware or hardware specifications for encoder equipment	M		
1.13		Ability to go to remote locations to record meetings off site without video production requirements	M		
1.20	Archive Management				
1.21		Archive live broadcasts automatically	O		
1.22		Provide tools to acquire media to manually store in the archive	O		
1.23		Allow the County to store an unlimited amount of public meetings on an indefinite retention schedule	M		
1.24		Capable of reading and playing the archives created since the County of SLO's meeting minutes creation, web streaming product was implemented in 2006	M		
1.30	Web Site Archive Listing				
1.31		Create a "Public View" that maintains the same "Look and Feel" or skin of the County Website	M		
1.32		Ability to scale the solution to include multiple skins for different website styles	O		
1.33		Tight integration with the County's Web Interfaces	O		
1.34		Online and Real time Search and Retrieval of Video Indexes and supporting documents	M		
1.40	Application Security				
1.41		Require username and password to manage the streaming audio/video solution	M		
1.50	Agenda Import				
1.51		Utilize a custom agenda parser tool to automatically import a meeting agenda into a Content Management System	O		

MEETING MINUTES CREATION AND WEB STREAMING

Number	Requirement Title	Requirement Description	Mandatory (M) / Optional (O)	Yes/No/Customize	Vendor Comments
1.52		Ability to integrate with the County's existing agenda format(s)	M		
1.53		Ability to integrate with current and future Agenda Management software products and IDM products. (Specify which integrations have been successfully completed)	O		
1.60	Management of Internal Video Network Content Distribution				
1.61		Dynamically configure one or more servers that are located on the County network that contain video content	M		
1.70	Reports by Date Range				
1.71		Number of streaming requests	O		
1.72		Average user bandwidth	O		
1.73		Outbound bandwidth	O		
1.74		Content popularity	O		
1.75		Media storage usage	O		
1.80	Other Tools				
1.81		Publishing Offline to CD-ROM and/or DVD-ROM	M		
1.82		Provide a Software Developer's Kit to allow the County to write custom applications that integrate with video archives stored in the system	O		
1.83		Provide the capability to interface with Geographic Information System (GIS) software	O		
1.84		Ability to upload video into the product before or after the meeting	M		
1.85		Ability to upload training videos, record responses, certify training was completed and record scoring	O		
1.86		Compatible and upgradeable with Microsoft Word	M		
2.00	Meeting Management Software				
2.10		Schedule live events automatically to broadcast live and archive	M		

MEETING MINUTES CREATION AND WEB STREAMING

Number	Requirement Title	Requirement Description	Mandatory (M) / Optional (O)	Yes/No/Customize	Vendor Comments
2.20		Import meeting documents and have them displayed with the video	M		
2.30		Annotate meeting minutes by capturing motions, votes and discussion summaries	M		
2.40		Record roll calls and absenteeism	M		
2.50		Link annotations to the audio/video - Index and time stamp video in real-time, adding "Jump to" points within video files	M		
2.60		Publish meeting minutes that are linked to indexed Video	M		
2.70		Edit, merge, trim, and delete audio/video files	M		
2.80		Ability to integrate with or provide content from within the County's existing Content Management System	M		
2.90		Interface with agenda management applications	M		
3.00	Onsite Encoding Requirements				
3.10		Convert audio/video signal from the County Board Chamber into a Windows Media format that can be used for streaming	M		
3.20		Automatic integration and management with web streaming software	O		
3.30		Supply the County's data center with the web broadcasting stream for a live event	O		
3.40		Record a local copy of the live stream for automatic transfer to the data center facility for on-demand viewing purposes once the meeting is complete for local County networks	M		
3.50		Support multiple bit rates	M		
4.00	External Data Center Distribution				
4.10		Provide a secure and scalable distribution facility	M		
4.20		Support over 500 simultaneous concurrent viewers	M		
4.30		Encode a single live stream from the board chambers, to be sent to and distributed from vendor's data center	M		

Number	Requirement Title	Requirement Description	Mandatory (M) / Optional (O)	Yes/No/Customize	Vendor Comments
4.40		Make content available through the County web site, where the vendor's data center handles bandwidth and storage requests for both live and archived streams for non-County networks	M		
4.50		Provide full internet, network, power, and server redundancy	O		
4.60		Capability to operate 24/7/365	M		
4.70	Hosting	Capability to host a website a minimum uptime of 99%	M		
4.71		Notification before any planned outage	M		
4.72		Problem identification, notification, and resolution for any unplanned outage	M		
4.73		Must have a hosted location for large (90 MB or greater) video and audio files in support of the County website	M		
5.00	Internal Network Content Distribution				
5.10		Ability to deliver video content utilizing on-location network, storage, and bandwidth	M		
5.20		Automatically manage internal distribution versus data center distribution	O		
5.30		Ability to transfer content to and from offsite data center storage	O		
5.40		Support an unlimited records retention schedule	M		
5.50		Ability to integrate with the County's existing Storage Area Network	O		
5.60		Ability to increase archival space as needed	M		
6.00	Professional Implementation Services				
6.10		Create a Meeting Agenda Parser specifically for the County's Agenda Format	O		
6.20		Create a custom Meeting Minutes Template that duplicates the current logic of the County's Minutes Document	M		
6.30		Configure all Software and Network Integrations remotely	O		
6.40		Perform testing for entire installation	M		

MEETING MINUTES CREATION AND WEB STREAMING

Number	Requirement Title	Requirement Description	Mandatory (M) / Optional (O)	Yes/No/Customize	Vendor Comments
6.50		Provide all development services to integrate the video and meeting web streaming system with the County's Website Graphics and Navigation	M		
6.60		Develop a web player to match the county's website that incorporates the video, agendas, minutes, and meeting indexes, that will also provide the ability to watch the video full-screen	M		
6.70		Training for Technical Staff and the Clerk of the Board Office that includes Users Guides for each trainee	M		
6.80		Remote assistance with configuring the following:			
6.81		analog audio and video feeds to the encoder	M		
6.82		Internet and LAN connectivity	M		
6.83		configuration of firewalls and proxies	M		
6.84		all hardware with power and backup power supplies	M		
6.85		final system configuration	M		
6.86		Once the system is up and running, finish the setup by tuning the audio and video remotely	O		
7.00	Support Services				
7.10		Remote Proactive Monitoring to ensure continual operation to original specifications	M		
7.20		Online help documentation and online video training courses	M		
7.30		Online assistance documentation for public viewers	M		
7.40		24x7 phone technical support for all County staff	M		
7.60		Upgrades and enhancements to all software must be included	M		
7.70		Encoding Services from VHS or DVD	M		
8.00	Company Qualifications				
8.10		Include a complete listing of at least 5 clients with similar solution that have external distribution, internal distribution, and meeting management functionality	M		
8.20		Company must have proven product reliability over the past 5 years	M		

Copy of Excel Spreadsheet: 'Appendix C – Cost Proposal'

Cost Proposal (EXAMPLE)				
	DESCRIPTION	QTY	PRICE	TOTAL
Proposed Software Products (Vendor Owned)				
	Software Name (Description) Product B			
	Software Name (Description) Product A			
	Software Name (Description) Product C			
Total Proposed Software Products (Vendor Owned)				
Proposed Software Products (Third-Party Owned)				
	Software Name (Description) Product D			
	Software Name (Description) Product E			
	Software Name (Description) Product F			
Total Proposed Software Products (Third-party Owned)				
Proposed Hardware Systems				
	Server Make/Model (Description)			
	Other hardware system description			
	Other hardware system description			
Total Proposed Hardware Systems				
Proposed Professional Services				
Installation services				
	Install service description			
	Install service description			
	Install service description			
Total Installation services				
Customization Services				
	Customization service description			
	Customization service description			
	Customization service description			
Total Customization Services				
Implementation services (such as; data conversion, configuration assistance, and specialized consulting)				
	Implementation service description			
	Implementation service description			
	Implementation service description			
Total Implementation Services				
Training services				
	Training service description			
	Training service description			
	Training service description			
Total Training Services				
Maintenance and Support Services				
	Maintenance and support service description			
	Maintenance and support service description			

MEETING MINUTES CREATION AND WEB STREAMING

Cost Proposal (EXAMPLE)				
	DESCRIPTION	QTY	PRICE	TOTAL
	Maintenance and support service description			
	<i>Total Maintenance and Support Services</i>			
	Total Professional Services			
	Expenses			
	Reimbursable Expenses			
	Insurance Fee to Comply with County General Conditions			
	Total Expenses			
	TOTAL COST PROPOSAL			